



# Your Missouri Courts

Search for Cases by:  Select Search Method... [Judicial Links](#) | [eFiling](#) | [Help](#) | [Contact Us](#) | [Print](#)[Logon](#)**21SL-CC01705 - BRIDGECREST ACCEPTANCE CORPORATI V RICHARD SADDLER (E-CASE)****Case Header****Parties & Attorneys****Docket Entries****Charges, Judgments & Sentences****Service Information****Filings Due****Scheduled Hearings & Trials****Civil Judgments****Garnishments/ Execution**Sort Date Entries: ☒ Descending ☐ AscendingDisplay Options:  All Entries **05/26/2021****Notice of Service**

Service Affidavit.

**Filed By:** DANIEL SCOTT RABIN**On Behalf Of:** BRIDGECREST ACCEPTANCE CORPORATION**Summons Personally Served**

Document ID - 21-SMCC-4001; Served To - SADDLER, RICHARD; Server - ; Served Date - 20-MAY-21; Served Time - 00:00:00; Service Type - Special Process Server; Reason Description - Served

**05/06/2021****Summons Issued-Circuit**

Document ID: 21-SMCC-4001, for SADDLER, RICHARD. Summons Attached in PDF Form for Attorney to Retrieve from Secure Case.Net and Process for Service.

**04/16/2021****Motion Special Process Server**

Motion for Approval and Appointment of Private Process Server.

**Filed By:** DANIEL SCOTT RABIN**On Behalf Of:** BRIDGECREST ACCEPTANCE CORPORATION**04/15/2021****Judge/Clerk - Note**

NO SUMMONS ISSUED. AS OF SEPT 1, 2019, THE CIRCUIT CIVIL DEPARTMENT IS ONLY ACCEPTING THE SPECIAL PROCESS SERVER FORM FROM OUR WEBSITE WITH THE SECOND PAGE ATTACHED. PLEASE REFILE THE CORRECT SPECIAL PROCESS SERVER FORM FOR YOUR SUMMONS TO BE ISSUED. WHEN CORRECTED, PLEASE CALL CLERK, MOLLY, (314) 615-8470.

**Filing Info Sheet eFiling****Filed By:** DANIEL SCOTT RABIN**Motion Special Process Server**

Motion for Special Process Server.

**Filed By:** DANIEL SCOTT RABIN**On Behalf Of:** BRIDGECREST ACCEPTANCE CORPORATION**Pet Filed in Circuit Ct**

Petition.

**Filed By:** DANIEL SCOTT RABIN**Judge Assigned**

DIV 12

## AFFIDAVIT OF SERVICE

Case 21SL- CC01705	Court IN THE 21ST JUDICIAL CIRCUIT COURT, ST LOUIS COUNTY	County ST LOUIS COUNTY, MO	Job 5660296 (2465319)
Plaintiff / Petitioner BRIDGECREST ACCEPTANCE CORPORATION		Defendant / Respondent RICHARD SADDLER	
Received by HSPS Legal Services		For Berman & Rabin, P.A.	
To be served upon RICHARD SADDLER			

I, Adam Elliott, being duly sworn, depose and say I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents and informed said person of the contents herein

Recipient Name / Address RICHARD SADDLER, 413 Genoa Dr, Ballwin, MO 63021  
 Manner of Service Personal/Individual, May 20, 2021, 3 27 pm CDT  
 Documents Summons, Petition, Affidavit of Account, Affidavit of Non-Military Service, Exhibit(s) (Received May 10, 2021 at 12 10pm CDT)

## Additional Comments

1) Successful Attempt May 20, 2021, 3 27 pm CDT at 413 Genoa Dr, Ballwin, MO 63021 received by RICHARD SADDLER (Server's visual approximation) Age 50, Ethnicity African American, Gender Male, Weight 200, Height 5'10", Hair Bald, Successfully served the defendant at the above specified address

Fees

State of

County of

Adam Elliott

HSPS Legal Services  
 160 Southgate Ave Ste A  
 Iowa City, IA 52240  
 319-354 2010

Date

Signed and sworn to before me, a notary public, on this

23<sup>rd</sup> day of May 21

Notary Public

My Commission Expires

MICHAEL HANCOCK  
 Notary Public - Notary Seal  
 STATE OF MISSOURI  
 Jefferson County  
 My Commission Expires Aug 23, 2024  
 Commission #20577344





## IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division STANLEY JAMES WALLACH	Case Number: 21SL-CC01705
Plaintiff/Petitioner BRIDGECREST ACCEPTANCE CORPORATION	Plaintiff's/Petitioner's Attorney/Address DANIEL SCOTT RABIN P O BOX 480707 KANSAS CITY, MO 64148-0707
Defendant/Respondent RICHARD SADDLER	Court Address ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105
Nature of Suit CC Suit on Account	

(Date File Stamp)

## Summons in Civil Case

The State of Missouri to: RICHARD SADDLER

Alias

413 GENOA DR  
MANCHESTER, MO 63021-6474

COURT SEAL OF



ST LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

**SPECIAL NEEDS** If you have special needs addressed by the Americans With Disabilities Act, please notify the Office of the Circuit Clerk at 314-615-8029, FAX 314-615-8739, email at SLCADA@courts.mo.gov, or through Relay Missouri by dialing 711 or 800-735-2966, at least three business days in advance of the court proceeding.

06-MAY-2021

Date

Further Information  
AD

  
Clerk

## Sheriff's or Server's Return

Note to serving officer Summons should be returned to the court within thirty days after the date of issue

I certify that I have served the above summons by (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
- ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with \_\_\_\_\_ a person of the Defendant's/Respondent's family over the age of 15 years who permanently resides with the Defendant/Respondent
- ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to \_\_\_\_\_ (name) \_\_\_\_\_ (title)

☐ other \_\_\_\_\_

Served at \_\_\_\_\_ (address)

in \_\_\_\_\_ (County/City of St. Louis), MO, on \_\_\_\_\_ (date) at \_\_\_\_\_ (time)

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer

Subscribed and sworn to before me on \_\_\_\_\_ (date)

(Seal)

My commission expires \_\_\_\_\_

Date

Notary Public

## Sheriff's Fees, if applicable

Summons \$ 65

Non Est \$

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10 00

Mileage \$ \_\_\_\_\_ ( \_\_\_\_\_ miles @ \$ \_\_\_\_\_ per mile)

Total \$ 75

A copy of the summons and a copy of the petition must be served on each Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54



## IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: STANLEY JAMES WALLACH	Case Number: 21SL-CC01705
Plaintiff/Petitioner: BRIDGECREST ACCEPTANCE CORPORATION	Plaintiff's/Petitioner's Attorney/Address DANIEL SCOTT RABIN P.O. BOX 480707 KANSAS CITY, MO 64148-0707
Defendant/Respondent: RICHARD SADDLER	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105
Nature of Suit: CC Suit on Account	(Date File Stamp)

## Summons in Civil Case

The State of Missouri to: RICHARD SADDLER

Alias:

413 GENOA DR  
MANCHESTER, MO 63021-6474

COURT SEAL OF



ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

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06-MAY-2021

Date

Further Information:

AD

  
Clerk

## Sheriff's or Server's Return

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I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
- ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with \_\_\_\_\_ a person of the Defendant's/Respondent's family over the age of 15 years who permanently resides with the Defendant/Respondent.
- ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to \_\_\_\_\_ (name) \_\_\_\_\_ (title).

☐ other \_\_\_\_\_

Served at \_\_\_\_\_ (address)

in \_\_\_\_\_ (County/City of St. Louis), MO, on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on \_\_\_\_\_ (date).

(Seal)

My commission expires: \_\_\_\_\_ Date \_\_\_\_\_ Notary Public \_\_\_\_\_

## Sheriff's Fees, if applicable

Summons \$ \_\_\_\_\_

Non Est \$ \_\_\_\_\_

Sheriff's Deputy Salary \$ \_\_\_\_\_

Supplemental Surcharge \$ 10.00

Mileage \$ \_\_\_\_\_ ( \_\_\_\_\_ miles @ \$ \_\_\_\_\_ per mile)

Total \$ \_\_\_\_\_

A copy of the summons and a copy of the petition must be served on each Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.



THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

Twenty First Judicial Circuit

NOTICE OF ALTERNATIVE DISPUTE RESOLUTION SERVICES

**Purpose of Notice**

As a party to a lawsuit in this court, you have the right to have a judge or jury decide your case. However, most lawsuits are settled by the parties before a trial takes place. This is often true even when the parties initially believe that settlement is not possible. A settlement reduces the expense and inconvenience of litigation. It also eliminates any uncertainty about the results of a trial.

Alternative dispute resolution services and procedures are available that may help the parties settle their lawsuit faster and at less cost. Often such services are most effective in reducing costs if used early in the course of a lawsuit. Your attorney can aid you in deciding whether and when such services would be helpful in your case.

**Your Rights and Obligations in Court Are Not Affected By This Notice**

You may decide to use an alternative dispute resolution procedure if the other parties to your case agree to do so. In some circumstances, a judge of this court may refer your case to an alternative dispute resolution procedure described below. These procedures are not a substitute for the services of a lawyer and consultation with a lawyer is recommended. Because you are a party to a lawsuit, you have obligations and deadlines which must be followed whether you use an alternative dispute resolution procedure or not. **IF YOU HAVE BEEN SERVED WITH A PETITION, YOU MUST FILE A RESPONSE ON TIME TO AVOID THE RISK OF DEFAULT JUDGMENT, WHETHER OR NOT YOU CHOOSE TO PURSUE AN ALTERNATIVE DISPUTE RESOLUTION PROCEDURE.**

**Alternative Dispute Resolution Procedures**

There are several procedures designed to help parties settle lawsuits. Most of these procedures involve the services of a neutral third party, often referred to as the "neutral," who is trained in dispute resolution and is not partial to any party. The services are provided by individuals and organizations who may charge a fee for this help. Some of the recognized alternative dispute resolutions procedures are:

**(1) Advisory Arbitration:** A procedure in which a neutral person or persons (typically one person or a panel of three persons) hears both sides and decides the case. The arbitrator's decision is not binding and simply serves to guide the parties in trying to settle their lawsuit. An arbitration is typically less formal than a trial, is usually shorter, and may be conducted in a private setting at a time mutually agreeable to the parties. The parties, by agreement, may select the arbitrator(s) and determine the rules under which the arbitration will be conducted.

**(2) Mediation:** A process in which a neutral third party facilitates communication between the parties to promote settlement. An effective mediator may offer solutions that have not been considered by the parties or their lawyers. A mediator may not impose his or her own judgment on the issues for that of the parties.

CCADM73

**(3) Early Neutral Evaluation (“ENE”):** A process designed to bring the parties to the litigation and their counsel together in the early pretrial period to present case summaries before and receive a non-binding assessment from an experienced neutral evaluator. The objective is to promote early and meaningful communication concerning disputes, enabling parties to plan their cases effectively and assess realistically the relative strengths and weaknesses of their positions. While this confidential environment provides an opportunity to negotiate a resolution, immediate settlement is not the primary purpose of this process.

**(4) Mini-Trial:** A process in which each party and their counsel present their case before a selected representative for each party and a neutral third party, to define the issues and develop a basis for realistic settlement negotiations. The neutral third party may issue an advisory opinion regarding the merits of the case. The advisory opinion is not binding.

**(5) Summary Jury Trial:** A summary jury trial is a non binding, informal settlement process in which jurors hear abbreviated case presentations. A judge or neutral presides over the hearing, but there are no witnesses and the rules of evidence are relaxed. After the “trial”, the jurors retire to deliberate and then deliver an advisory verdict. The verdict then becomes the starting point for settlement negotiations among the parties.

### **Selecting an Alternative Dispute Resolution Procedure and a Neutral**

If the parties agree to use an alternative dispute resolution procedure, they must decide what type of procedure to use and the identity of the neutral. As a public service, the St. Louis County Circuit Clerk maintains a list of persons who are available to serve as neutrals. The list contains the names of individuals who have met qualifications established by the Missouri Supreme Court and have asked to be on the list. The Circuit Clerk also has Neutral Qualifications Forms on file. These forms have been submitted by the neutrals on the list and provide information on their background and expertise. They also indicate the types of alternative dispute resolution services each neutral provides.

A copy of the list may be obtained by request in person and in writing to: Circuit Clerk, Office of Dispute Resolution Services, 105 South Central Ave., 5th Floor, Clayton, Missouri 63105. The Neutral Qualifications Forms will also be made available for inspection upon request to the Circuit Clerk.

The List and Neutral Qualification Forms are provided only as a convenience to the parties in selecting a neutral. The court cannot advise you on legal matters and can only provide you with the List and Forms. You should ask your lawyer for further information.

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## **County Satellite Court Now Open in St. Ann**

**Hours: Mon-Fri 8:30 a.m. to 5:00 p.m. FREE PARKING**

For the convenience of North County residents, a satellite branch of the St. Louis County Circuit Court is now open at the St. Louis County Government Center Northwest at the 715 Northwest Plaza Drive in St. Ann.

### **Attending Court Hearings Remotely using E-Courts**

If you are scheduled to appear in court, you can access the courtroom remotely using the public computer stations (E-courts) in St. Ann and Clayton. These are available for use when courtroom access is restricted due to the pandemic.

**Please note:** Hearings for juvenile and paternity cases are confidential, and can only be accessed from the Clayton E-court at this time.

**Be sure to bring your paperwork with you; you will need your case number, as well as the date, time and number of the Division where you are scheduled to appear.**

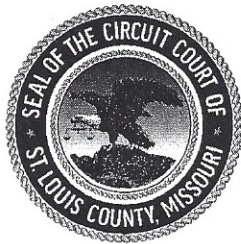
### **Filing Pleadings/New Petitions**

If you are representing yourself, you may file your paperwork at the St. Ann satellite court, in addition to the Clayton courthouse, using the secure drop box located inside the Court reception area.

### **Filing Orders of Protection**

Starting March 1, you may file for an Order of Protection at the Adult Abuse office in the St. Ann satellite court, in addition to the Clayton courthouse. Clerks will be available on-site to help you fill out and file the necessary paperwork.

**For more information call: 314-615-8029**



In the  
**CIRCUIT COURT**  
 Of St. Louis County, Missouri



For File Stamp Only

BRIDGECREST ACCEPTANCE CORPORATION  
 Plaintiff/Petitioner

vs.

RICHARD SADDLER  
 Defendant/Respondent

April 16, 2021  
 Date

21SL-CC01705  
 Case Number

12  
 Division

**REQUEST FOR APPOINTMENT OF PROCESS SERVER**

Comes now BRIDGECREST ACCEPTANCE CORPORATION, pursuant  
 Requesting Party

to Local Rule 28, and at his/her/its own risk requests the appointment of the Circuit Clerk of

DeAndre Davenport, Damon Lester, Bryan Beal, Michael Marlo, Aaron Robinson, Sean Baker, Miranda Bergner, Joshua Bergner  
 Name of Process Server Address Telephone

Michael Hancock, Robert Anderson, Steve Bergner, Gary Smith, Shane Bauer, Adam Elliott, Jared Deahr, David May  
 Name of Process Server Address or in the Alternative Telephone

Eric Stotler, Brian Scheer; 160 Southgate Avenue, Ste. A, Iowa City, IA 55210 (319) 354-2010  
 Name of Process Server Address or in the Alternative Telephone

Natural person(s) of lawful age to serve the summons and petition in this cause on the below  
 named parties. This appointment as special process server does not include the authorization  
 to carry a concealed weapon in the performance thereof.

SERVE:  
RICHARD SADDLER  
 Name  
413 GENOA DR.  
 Address  
MANCHESTER, MO 63021-6474  
 City/State/Zip

SERVE:  
 Name  
 Address  
 City/State/Zip

Appointed as requested:  
**JOAN M. GILMER**, Circuit Clerk

By \_\_\_\_\_  
 Deputy Clerk  
 Date \_\_\_\_\_

SERVE:  
 Name  
 Address  
 City/State/Zip

SERVE:  
 Name  
 Address  
 City/State/Zip

/s/ Courtney M. George  
 Signature of Attorney/Plaintiff/Petitioner  
56123  
 Bar No.  
P.O. Box 480707 Kansas City, MO 64148  
 Address  
(913) 649-1555  
 Phone No. Fax No.



#### Local Rule 28. SPECIAL PROCESS SERVERS

(1) Any Judge may appoint a Special Process Server in writing in accordance with the law and at the risk and expense of the requesting party except no special process server shall be appointed to serve a garnishment [except as allowed by Missouri Supreme Court Rule 90.03(a)].

This appointment as Special Process Server does not include the authorization to carry a concealed weapon in the performance thereof.

(2) The Circuit Clerk may appoint a natural person other than the Sheriff to serve process in any cause in accordance with this subsection;

(A) Appointments may list more than one server as alternates.

(B) The appointment of a person other than the Sheriff to serve process shall be made at the risk and expense of the requesting party.

(C) Any person of lawful age, other than the Sheriff, appointed to serve process shall be a natural person and not a corporation or other business association.

(D) No person, other than the Sheriff, shall be appointed to serve any order, writ or other process which requires any levy, seizure, sequestration, garnishment, [except as allowed by Missouri Supreme Court Rule 90.03(a)], or other taking.

(E) Requests for appointment of a person other than the Sheriff to serve process shall be made on a "Request for Appointment of Process Server" electronic form, which may be found on the Court's Web Site, <https://wp.stlcountycourts.com> > forms.

(F) This appointment as Special Process Server does not include the authorization to carry a concealed weapon in the performance thereof.

#### SERVICE RETURN

Any service by the St. Louis County Sheriff's Office shall be scanned into the courts case management system. Any service by another Sheriff or a Special Process Server or any other person authorized to serve process shall return to the attorney or party who sought service and the attorney shall file the return electronically to the Circuit Clerk.

IN THE CIRCUIT COURT OF SAINT LOUIS COUNTY, MISSOURI  
ASSOCIATE CIRCUIT DIVISION

BRIDGESTONE ACCEPTANCE	)	
CORPORATION	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Case No.
	)	Division
RICHARD SADDLER	)	
413 GENOA DR.	)	
MANCHESTER, MO 63021-6474	)	
	)	
Defendant.	)	

PETITION

COMES NOW, Plaintiff, BRIDGESTONE ACCEPTANCE CORPORATION, and for its cause of action against Defendant, RICHARD SADDLER, states as follows:

1. This Court has original jurisdiction over this controversy, as Defendant contracted with Plaintiff and transacted business in this State, resulting in damage to Plaintiff and producing an actionable consequence in this state, and as such jurisdiction over Defendant is conferred upon this Court pursuant to Mo. Rev. Stat. 506.500 (1) and (2). Venue in this Circuit is proper because the transactions at issue were executed in this Circuit.

2. Plaintiff and Defendant entered into a written contract. A copy of said written contract is attached hereto and marked "Exhibit A".


3. Plaintiff fully performed as agreed.

4. Defendant breached said written contract by failing to pay to Plaintiff the full agreed sum and now owes Plaintiff in the amount of \$25,986.70, plus interest at the statutory rate of 9.00% from and after the date of judgment.

5. Demand has been made upon Defendant, but the balance remains due and unpaid.



WHEREFORE, Plaintiff, BRIDGECREST ACCEPTANCE CORPORATION, prays for judgment against Defendant RICHARD SADDLER, for the sum of \$25,986.70, for interest thereon at the statutory rate of 9.00% per annum from and after the date of judgment, and court costs.

  
BERMAN & RABIN, P.A.

Courtney M. George, #56123

cgeorge@bermanrabin.com

Daniel S. Rabin, #37315

drabin@bermanrabin.com

P.O. Box 480707

Kansas City, MO 64148

Phone: (816) 361-4848

ATTORNEYS FOR PLAINTIFF

2465319-178

DocuSign Envelope ID: 12B2F82E-9E39-44EC-A792-753077B21742

THIS IS A COPY

This is a copy view of the Authoritative Copy held by the designated custodian

MO-102 10/10/2015

## Retail Installment Contract and Security Agreement

**Seller Name and Address**  
 CARVANA, LLC  
 63 PIERCE RD  
 WINDER GA 30680-7280

**Buyer(s) Name(s) and Address(es)**  
 Richard Saddler  
 [REDACTED]  
 [REDACTED]

**Summary**  
 No. [REDACTED] 1880  
 Date 09/21/18

☐ Business, commercial or agricultural purpose Contract.

## Truth-In-Lending Disclosure

Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid when you have made all scheduled payments.	The total cost of your purchase on credit, including your down payment of
12.64 %	\$ 11,415.51	\$ 26,489.02	\$ 37,904.53	\$ 0.00 \$ 37,904.53

## Payment Schedule. Your payment schedule is:

No. of Payments	Amount of Payments	When Payments are Due
71	\$ 527.00	monthly beginning 10/21/18
1	\$ 487.53	09/21/24
N/A	\$ N/A	N/A

**Security.** You are giving us a security interest in the Property purchased.

**Late Charge.** If you fail to pay your scheduled payment, in full, within 15 days of its due date, you agree to pay: 1. a late charge of \$5.00, if the amount of your scheduled payment is \$25.00 or less; 2. otherwise, a late charge of 5% of the amount of your scheduled payment, subject to a minimum late charge of \$10.00 and a maximum late charge of \$25.00.

**Prepayment.** If you pay off this Contract early, you ☐ may ☒ will not have to pay a Minimum Finance Charge.

**Contract Provisions.** You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

## Description of Property

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
2015	GMC	Terrain	SUV	2GKFLZE35F6281225	63770
Other:					
N/A					

## Description of Trade-In

N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

## Conditional Delivery

☐ Conditional Delivery. If checked, you agree that the following agreement regarding securing financing ("Agreement") applies: N/A

N/A. The Agreement is part of this Contract. The Agreement will no longer control after the assignment is accepted. If there are any conflicts between the terms of the Agreement and the Contract, the terms of this Contract will apply.

## Sales Agreement

**Payment.** You promise to pay us the principal amount of \$ 26,489.02 plus finance charges accruing on the unpaid balance at the rate of 12.64 % per year from the date of this Contract until paid in full. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the Truth-In-Lending Disclosure. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

**Down Payment.** You also agree to pay or apply to the Cash Price, on or before the date of this Contract, any cash, rebate and net trade-in value described in the Itemization of Amount Financed.

☐ You agree to make deferred down payments as set forth in your Payment Schedule.

☐ Minimum Finance Charge. You agree to pay a minimum finance charge of \$ N/A if you pay this Contract in full before we have earned that much in finance charges.

exhibit A



DocuSign Envelope ID: 12B2F82E-9E39-44EC-A792-753077B21742

## THIS IS A COPY

This is a copy view of the Authoritative Copy held by the designated custodian

## Itemization of Amount Financed

a. Price of Vehicle, etc. (incl. sales tax of \$ 1,652.02 )	\$ 23,352.02
b. Service Contract, paid to: Carvana	\$ 2,350.00
c. Cash Price (a+b)	\$ 25,702.02
d. Trade-in allowance	\$ 0.00
e. Less: Amount owing, paid to (includes m): N/A	\$ N/A
f. Net trade-in (d-e; if negative, enter \$0 here and enter the amount on line m)	\$ 0.00
g. Cash payment	\$ 0.00
h. Manufacturer's rebate	\$ N/A
i. Deferred down payment	\$ N/A
j. Other down payment (describe) N/A	\$ N/A
k. Down Payment (f+g+h+i+j)	\$ 0.00
l. Unpaid balance of Cash Price (c-k)	\$ 25,702.02
m. Financed trade-in balance (see line f)	\$ 0.00
n. Paid to public officials, including filing fees	\$ 92.00
o. Insurance premiums paid to insurance company(ies)	\$ 0.00
p. Administrative Fee	\$ 0.00

AN ADMINISTRATIVE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW BUT MAY BE CHARGED BY A DEALER. THIS ADMINISTRATIVE FEE MAY RESULT IN A PROFIT TO DEALER. NO PORTION OF THIS ADMINISTRATIVE FEE IS FOR THE DRAFTING, PREPARATION, OR COMPLETION OF DOCUMENTS OR THE PROVIDING OF LEGAL ADVICE. THIS NOTICE IS REQUIRED BY LAW.

q. To: Gap Coverage	\$ 695.00
r. To: N/A	\$ N/A
s. To: N/A	\$ N/A
t. To: N/A	\$ N/A
u. To: N/A	\$ N/A
v. To: N/A	\$ N/A
w. To: N/A	\$ N/A
x. To: N/A	\$ N/A
y. To: N/A	\$ N/A
z. To: N/A	\$ N/A
aa. Total Other Charges/Amts Paid (m thru z)	\$ 3,137.00
bb. Prepaid Finance Charge	\$ 0.00
cc. Amount Financed (l+aa-bb)	\$ 26,489.02

We may retain or receive a portion of any amounts paid to others.

## Insurance Disclosures

Credit Insurance. Credit life and credit disability (accident and health) are not required to obtain credit and are not a factor in the credit decision. We will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below only the coverages you have chosen to purchase.

## Credit Life

☐ Single ☐ Joint ☐ None

Premium \$ N/A Term N/A

Insured N/A

## Credit Disability

☐ Single ☐ Joint ☐ None

Premium \$ N/A Term N/A

Insured N/A

Your signature below means you want (only) the insurance coverage(s) quoted above. If "None" is checked, you have declined the coverage we offered.

N/A N/A  
By: DOB

N/A N/A  
By: DOB

N/A N/A  
By: DOB

You have the right to cancel credit insurance within 15 days of buying it and receive a full refund or credit for the credit insurance premium.

Property Insurance. You must insure the Property securing this Contract. You understand that you are free to insure your Property with whatever licensed company, agent or broker you may choose; that you may do so at any time after the date of this loan; that you have not cancelled any existing insurance on your Property if you owned it before this loan; and that this loan cannot be denied you simply because you did not purchase your insurance through us. **YOU MAY NOT NEED TO PURCHASE CREDIT PROPERTY INSURANCE, AND YOU MAY HAVE OTHER INSURANCE WHICH WE WILL ACCEPT WHICH COVERS THE PROPERTY SECURING THIS LOAN. YOU SHOULD EXAMINE ANY OTHER INSURANCE WHICH YOU HAVE IN ORDER TO DETERMINE IF THIS COVERAGE IS NECESSARY.**

This premium is calculated as follows:

<input type="checkbox"/> \$ N/A Deductible, Collision Cov.	\$ N/A
<input type="checkbox"/> \$ N/A Deductible, Comprehensive	\$ N/A
<input type="checkbox"/> Fire-Theft and Combined Additional Cov.	\$ N/A
<input type="checkbox"/> N/A	\$ N/A

Liability insurance coverage for bodily injury and property damage caused to others is not included in this Contract unless checked and indicated.

☐ Single-Interest Insurance. You must purchase single-interest insurance as part of this sale transaction. You may purchase the coverage from a company of your choice, reasonably acceptable to us. If you buy the coverage from or through us, you will pay \$ N/A for N/A of coverage.

[This area intentionally left blank.]

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This is a copy view of the Authoritative Copy held by the designated custodian

**Additional Protections**

You may buy any of the following voluntary protection plans. They are not required to obtain credit, are not a factor in the credit decision, and are not a factor in the terms of the credit or the related sale of the Vehicle. The voluntary protections will not be provided unless you sign and agree to pay the additional cost.

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage we offered.

☒ **Service Contract**

Term	36 months
Price	\$ 2,350.00
Coverage	Vehicle Protection

☒ **Gap Waiver or Gap Coverage**

Term	72 months
Price	\$ 895.00
Coverage	Gap Coverage

☐ **N/A**

Term	N/A
Price	\$ N/A
Coverage	N/A

Richard Saddler

09/21/18

By: Richard Saddler

Date

N/A

N/A

By:

Date

N/A

N/A

By:

Date

**Additional Terms of the Sales Agreement**

**Definitions.** "Contract" refers to this Retail Installment Contract and Security Agreement. The pronouns "you" and "your" refer to each Buyer signing this Contract, and any guarantors, jointly and individually. The pronouns "we", "us" and "our" refer to the Seller and any entity to which it may transfer this Contract. "Vehicle" means each motor vehicle described in the *Description of Property* section. "Property" means the Vehicle and all other property described in the *Description of Property* and *Additional Protections* sections.

**Purchase of Property.** You agree to purchase the Property from Seller, subject to the terms and conditions of this Contract. You also agree that the purchase of the Property on credit takes place at the Seller's licensed location identified at the top of page 1 of this Contract. Seller will not make any repairs or additions to the Vehicle except as noted in the *Description of Property* section.

You have been given the opportunity to purchase the Property and described services for the Cash Price or the Total Sale Price. The "Total Sale Price" is the total price of the Property if you buy it over time.

**General Terms.** The Total Sale Price shown in the *Truth-In-Lending Disclosure* assumes that all payments will be made as scheduled. The actual amount you will pay will be more if you pay late and less if you pay early.

We do not intend to charge or collect, and you do not agree to pay, any finance charge or fee that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that exceeds that maximum amount, we will first apply the excess amount to reduce the principal balance and, when the principal has been paid in full, refund any remaining amount to you.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

You agree that the Property will not be used as a dwelling.

**Prepayment.** You may prepay this Contract in full or in part at any time. See *Minimum Finance Charge* section. Any partial prepayment will not excuse any later scheduled payments. If we get a refund of any unearned insurance premiums that you paid, you agree that we may subtract the refund from the amount you owe, unless otherwise provided by law.

**Returned Payment Charge.** If you make any payment required by this Contract that is returned or dishonored, you agree to pay a fee of \$25, plus any charge by the depository institution for the dishonored or returned payment.

**Governing Law and Interpretation.** This Contract is governed by the law of Missouri and applicable federal law and regulations.

If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract. You authorize us to correct any clerical error or omissions in this Contract or in any related document.

**Name and Location.** Your name and address set forth in this Contract are your exact legal name and your principal residence. You will provide us with at least 30 days notice before you change your name or principal residence.

**Telephone Monitoring and Calling.** You agree that we may from time to time monitor and record telephone calls made or received by us or our agents regarding your account to assure the quality of our service. In order for us to service the account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your account, including a mobile telephone number that could result in charges to you.

**Default.** You will be in default on this Contract if any one of the following occurs (except as prohibited by law):

- ◆ You fail to make a payment as required by this Contract.
- ◆ We believe the prospect of payment, performance, or the ability to realize upon the collateral is significantly impaired.

If you default, you agree to pay our costs for collecting amounts owing, including court costs and fees for repossession, repair, storage and sale of the Property securing this Contract. You also agree to pay reasonable attorneys' fees not in excess of 15% of the unpaid debt after default and referral to an attorney not a salaried employee of ours.

If an event of default occurs as to any of you, we may exercise our remedies against any or all of you.

**Remedies.** If you default on this Contract, we may exercise the remedies provided by law and this Contract after we have given you any notice and opportunity to cure your default that the law requires. Those remedies include:

- ◆ We may require you to immediately pay us, subject to any refund required by law, the remaining unpaid balance of the amount financed, finance charges and all other agreed charges.
- ◆ We may pay taxes, assessments, or other liens or make repairs to the Property if you have not done so, provided we give you prior notice and a reasonable opportunity to perform. We are not required to make any such payments or repairs. You will repay us that amount when we tell you to do so. That amount will earn finance charges from the date we pay it at the rate described in the *Payment* section until paid in full.
- ◆ We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- ◆ We may immediately take possession of the Property by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises.
- ◆ We may then sell the Property and apply what we receive as provided by law to our reasonable expenses and then toward what you owe us.
- ◆ Except when prohibited by law, we may sue you for additional amounts if the proceeds of a sale do not pay all of the amounts you owe us.

By choosing any one or more of these remedies, we do not give up our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of an intended sale or transfer of the Property, notice is reasonable if mailed to your last known address, as reflected in our records, at least 10 days before the date of the intended sale or transfer (or such other period of time as is required by law).



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You agree that we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above. You may have a right to recover that property.

If the Property has an electronic tracking device, you agree that we may use the device to find the vehicle.

**Obligations Independent.** Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- ◆ You must pay this Contract even if someone else has also signed it.
- ◆ We may release any co-buyer or guarantor and you will still be obligated to pay this Contract.
- ◆ We may release any security and you will still be obligated to pay this Contract.
- ◆ If we give up any of our rights, it will not affect your duty to pay this Contract.
- ◆ If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

**Warranty.** Warranty information is provided to you separately.

### Security Agreement

**Security.** To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessions, attachments, accessories, and equipment placed in or on the Vehicle and in all other Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

**Duties Toward Property.** By giving us a security interest in the Property, you represent and agree to the following:

- ◆ You will defend our interests in the Property against claims made by anyone else. You will keep our claim to the Property ahead of the claim of anyone else. You will not do anything to change our interest in the Property.
- ◆ You will keep the Property in your possession and in good condition and repair. You will use the Property for its intended and lawful purposes.
- ◆ You agree not to remove the Property from the U.S. without our prior written consent.
- ◆ You will not attempt to sell the Property, transfer any rights in the Property, or grant another lien on the Property without our prior written consent.
- ◆ You will pay all taxes and assessments on the Property as they become due.
- ◆ You will notify us with reasonable promptness of any loss or damage to the Property.
- ◆ You will provide us reasonable access to the Property for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the peace.

**Agreement to Provide Insurance.** You agree to provide property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the *Insurance Disclosures* section, or as we will otherwise require. You will name us as loss payee on any such policy. Generally, the loss payee is the one to be paid the policy benefits in case of loss or damage to the Property. In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You will keep the insurance in full force and effect until this Contract is paid in full.

Unless you provide evidence of the insurance coverage required by this Contract, we may purchase insurance at your expense to protect our interests in the Property. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the Property. You may later cancel any insurance purchased by us, but only after providing evidence that you have obtained insurance as required. If we purchase insurance for the Property, you will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

**Gap Waiver or Gap Coverage.** In the event of theft or damage to the Vehicle that results in a total loss, there may be a gap between the amount due under the terms of the Contract and the proceeds of your insurance settlement and deductibles. You are liable for this difference. You have the option of purchasing Gap Waiver or Gap Coverage to cover the gap liability, subject to any conditions and exclusions in the Gap Waiver or Gap Coverage agreements.

### Notices

Note. If the primary use of the Vehicle is non-consumer, this is not a consumer contract, and the following notice does not apply. **NOTICE. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

If you are buying a used vehicle: The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

**Sí compra un vehículo usado:** La información que ve adherida en la ventanilla forma parte de este contrato. La información contenida en el formulario de la ventanilla prevalece por sobre toda otra disposición en contrario incluida en el contrato de compraventa.

**Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

**Emissions Inspection Notice.** If the vehicle is subject to Missouri emissions inspection and the Seller sells it to you without prior inspection and approval, you may: (1) return the Vehicle within 10 days, provided it has no more than 1,000 additional miles since the time of sale, to have the Seller repair the Vehicle and provide an emissions certificate and sticker within five working days if the Vehicle fails, upon inspection, to meet the emissions standards, or (2) enter into any mutually acceptable agreement with the Seller.

### Third Party Agreement

(This section applies ONLY to a person who will have an ownership interest in the Property but is NOT a Buyer obligated to pay this Contract ("Third Party Owner").)

In this section only, "you" means only the person signing this section.

By signing below you agree to give us a security interest in the Property described in the *Description of Property* section. You also agree to the terms of this Contract except that you will not be liable for the payments it requires. Your interest in the Property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend or change this Contract, or release any party or Property without releasing you from this Contract. We may take these steps without notice or demand upon you.

**You acknowledge receipt of a completed copy of this Contract.**

N/A

N/A

By:

Date

Signature of Third Party Owner (NOT the Buyer)

### Signature Notices

*The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge.*

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**THIS IS A COPY**This is a copy view of the Authoritative Copy held  
by the designated custodian

☒ **Electronic Signature Acknowledgment.** You agree that (i) you viewed and read this entire Contract before signing it, (ii) you signed this Contract with one or more electronic signatures, (iii) you intend to enter into this Contract and your electronic signature has the same effect as your written ink signature, (iv) you received a paper copy of this Contract after it was signed, and (v) the authoritative copy of this Contract shall reside in a document management system held by Seller in the ordinary course of business. You understand that Seller may transfer this Contract to another company in the electronic form or as a paper version of that electronic form which would then become the authoritative copy. Seller or that other company may enforce this Contract in the electronic form or as a paper version of that electronic form. You may enforce the paper version of the Contract copy that you received.

**Signatures**

Entire Agreement. Your and our entire agreement is contained in this Contract. There are no unwritten agreements regarding this Contract. Any change to this Contract must be in writing and signed by you and us.

*Richard Saddler*

09/21/18

By: Richard Saddler

Date

N/A

N/A

By:

Date

N/A

N/A

By:

Date

**Notice to the Buyer.** Do not sign this Contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the Contract you sign. Under the law you have the right to pay off in advance the full amount due and to obtain a partial refund of the time price differential.

By signing below, you agree to the terms of this Contract. You received a copy of this Contract and had a chance to read and review it before you signed it.

Buyer

*Richard Saddler*

09/21/18

By: Richard Saddler

Date

N/A

N/A

By:

Date

N/A

N/A

By:

Date

Seller

*Paul Fox*

09/21/18

By: CARVANA, LLC

Date

Assignment. This Contract and Security Agreement is assigned to

N/A

the Assignee, phone N/A, This assignment is made under the terms of a separate agreement made between the Seller and Assignee.

☐ This Assignment is made with recourse.

Seller

N/A

By:

Date





8. After all credits and setoffs to which Defendant is entitled, there is a total balance owing from Defendant to Plaintiff of \$23,594.98.

9. Plaintiff is the current holder and/or servicer and payee of the Retail Installment Contract, and neither the Retail Installment Contract, nor any part thereof, has been assigned to any other person or entity.

10. Plaintiff's books and records show that credit has been given to Defendant for all just and lawful offsets, payments, and credits as of the date hereof, and the entire remaining balance on the Retail Installment Contract as set forth in Plaintiff's Complaint now remains due and owing.

11. Demand for payment of the balance owing was made more than thirty (30) days prior to making this Affidavit, after which the attorneys representing Plaintiff were retained for the purpose of collecting on the Retail Installment Contract referenced above.

12. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date:

1/8/2021

Affiant Name (Printed)

Michelle Warren

Affiant Name (Signature)

Michelle Warren

Title of Affiant

Manager Bridgecrest  
Agent

Personally known to me, subscribed and sworn to before me, a notary public for the state of Arizona, County of Maricopa, this 8 day of January, 2021.

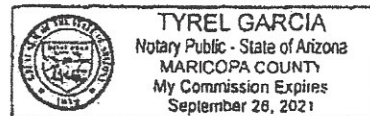
Notary Public

Notary Registration Number:

My Commission Expires:

9/28/2021

2465319-15





IN THE CIRCUIT COURT OF SAINT LOUIS COUNTY, MISSOURI  
ASSOCIATE CIRCUIT DIVISION

BRIDGECREST ACCEPTANCE CORP.

Plaintiff,

vs.

Case No.

Division

RICHARD SADDLER  
413 GENOA DR.  
MANCHESTER, MO 63021-6474

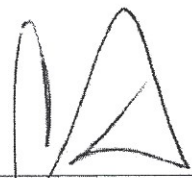
Defendant.

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF KANSAS            )  
                                      )ss.  
COUNTY OF JOHNSON        )

I, Courtney M. George, of lawful age, affirm, on oath state that I am the Attorney for Plaintiff or Petitioner, in the above entitled case, and I make this affidavit pursuant to the provisions of the Service Members Civil Relief Act of 2003; that I have caused a careful investigation to be made to ascertain whether or not the above-named Defendant or Respondent is in the active service of the Army of the United States, the United States Navy, the United States Marine Corps, the United States Coast Guard, the United States Air Force, the National Guard or of any Public Health Service detailed by proper authority for duty with the military; and, that as a result of said investigation, I hereby state that to the best of my knowledge the Defendant or Respondent is not in any of the above-named branches of the military service nor has the Defendant or Respondent received notice of induction or notice to report for active service.

THE AFFIANT SAYETH NOT.

  
\_\_\_\_\_  
Courtney M. George, #56123

Signed and Affirmed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public

**21SL-CC01705**

In the  
**CIRCUIT COURT**  
 Of St. Louis County, Missouri

For File Stamp Only

BRIDGESTONE ACCEPTANCE CORPORATION  
 Plaintiff/Petitioner

Date

vs.

Case Number

RICHARD SADDLER  
 Defendant/Respondent

Division

**REQUEST FOR APPOINTMENT OF PROCESS SERVER**

Comes now BRIDGESTONE ACCEPTANCE CORPORATION, pursuant  
 Requesting Party

to Local Rule 28, and at his/her/its own risk requests the appointment of the Circuit Clerk of  
 DeAndre Davenport, Damon Lester, Bryan Beal, Michael Marlo, Aaron Robinson, Gary Smith, Shane Bauer,  
 Adam Elliott, Jessica Elliott, Jared Deahr, David May, Michael Hancock, Robert Anderson, Steve Bergner, Eric  
 Stotler, Brian Scheer, Sean Baker, Miranda Bergner, Joshua Bergner 160 Southgate Avenue, Ste. A, Iowa City,  
 IA 55210 (319) 354-2010

Name of Process Server

Address

Telephone

Name of Process Server

Address or in the Alternative

Telephone

Natural person(s) of lawful age to serve the summons and petition in this cause on the below  
 named parties. This appointment as special process server does not include the authorization  
 to carry a concealed weapon in the performance thereof.

SERVE:

RICHARD SADDLER

Name

413 GENOA DR.

Address

MANCHESTER, MO 63021-6474

City/State/Zip

SERVE:

Name

Address

City/State/Zip

Appointed as requested:

**JOAN M. GILMER**, Circuit Clerk

By

Deputy Clerk

Date

SERVE:

Name

Address

City/State/Zip

SERVE:

Name

Address

City/State/Zip

Attorney/Plaintiff/Petitioner

Courtney M. George, #56123

Bar No.

P.O. Box 480707 Kansas City, MO 64148

Address

(913) 649-1555

Phone No.



Local Rule 28. SPECIAL PROCESS SERVERS

- (1) Any Judge may appoint a Special Process Server in writing in accordance with the law and at the risk and expense of the requesting party.  
This appointment as Special Process Server does not include the authorization to carry a concealed weapon in the performance thereof.
- (2) The Circuit Clerk may appoint a natural person other than the Sheriff to serve process in any cause in accordance with this subsection;
  - (A) Appointments may list more than one server as alternates.
  - (B) The appointment of a person other than the Sheriff to serve process shall be made at the risk and expense of the requesting party.
  - (C) Any person of lawful age, other than the Sheriff, appointed to serve process shall be a natural person and not a corporation or other business association.
  - (D) No person, other than the Sheriff, shall be appointed to serve any order, writ or other process which requires any levy, seizure, sequestration, garnishment, or other taking.
  - (E) Requests for appointment of a person other than the Sheriff to serve process shall be made on a "Request for Appointment of Process Server" form which may be obtained from the Office of the Circuit Clerk.
  - (F) This appointment as special process Server does not include the authorization to carry a concealed weapon in the performance thereof.